

Application No. 10/711,324  
 Reply to August 2, 2007 Office Action  
 REPLACEMENT SHEET

Agreement Components (20 selected 22 total)	
<input checked="" type="checkbox"/> Agreement	Subcontract Agreement ("Agreement") made this DATE by and between CORP1, a Delaware corporation, having a principal place of business at ADDRESS2 (hereinafter "AKA1"), and CORP3, and its worldwide subsidiaries and affiliates, having a principal place of business at ADDRESS4 (hereinafter "TERMS").
<input checked="" type="checkbox"/> DEFINITIONS	WHEREAS, AKA1 is a supplier of TERMS computer systems, peripherals, TERMS, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and,
<input checked="" type="checkbox"/> 2. TERM AND TERMINATION	WHEREAS, AKA1 has elected to engage TERMS as a Subcontractor to provide services in support of these customer solutions; and,
<input checked="" type="checkbox"/> 4. PAYMENT	WHEREAS, TERMS is ready, willing and able to furnish its services to AKA1 and its customers as hereinbelow described by the terms and conditions set forth in this Agreement; and,
<input checked="" type="checkbox"/> 5. PRICING	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERMS. Such purchase(s) shall engage TERMS in the provision of such Services on behalf of AKA1 to a customer or customers of Morfax.
<input checked="" type="checkbox"/> 6. RECORDS	NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to the following:
<input checked="" type="checkbox"/> 7. PROGRAM MANAGER	
<input checked="" type="checkbox"/> 8. SUBCONTRACTOR	
<input checked="" type="checkbox"/> 9. WARRANTY	
<input checked="" type="checkbox"/> 10. REMEDIES	
<input checked="" type="checkbox"/> 11. OWNERSHIP AND	
<input checked="" type="checkbox"/> 12. CHANGE IN SCOPE	
<input checked="" type="checkbox"/> 13. CONFIDENTIAL INFORMATION	
<input checked="" type="checkbox"/> 14. INDEMNIFICATION	
<input checked="" type="checkbox"/> 15. LIMITATION OF LIABILITY	
<input checked="" type="checkbox"/> 16. NOTICES	
<input checked="" type="checkbox"/> 17. INSURANCE	
<input checked="" type="checkbox"/> 18. COMPLIANCE WITH	

Changes List:

Please check box(es) below to reject suggested substitutions:

<input checked="" type="checkbox"/> Pending:	<input checked="" type="checkbox"/> [DUMMY] will replace multi-dimensional	<input checked="" type="checkbox"/> Pending:	<input checked="" type="checkbox"/> [DUMMY] will replace INST-LOCK
<input checked="" type="checkbox"/> 94 times:	<input type="checkbox"/> TERMS replaced CMP	<input checked="" type="checkbox"/> 66 times:	<input checked="" type="checkbox"/> AKA1 replaced Morfax
<input checked="" type="checkbox"/> 14 times:	<input checked="" type="checkbox"/> CORP3 replaced Computer	<input checked="" type="checkbox"/> 3 times:	<input checked="" type="checkbox"/> Pending:
<input checked="" type="checkbox"/> 2 times:	<input checked="" type="checkbox"/> Manufactured Problems, Inc.	<input checked="" type="checkbox"/> Price1 replaced \$1,000,000	<input checked="" type="checkbox"/> 2 times:
<input checked="" type="checkbox"/> 1 time:	<input checked="" type="checkbox"/> PRICES replaced \$1,000,000.00	<input checked="" type="checkbox"/> 1 time:	<input checked="" type="checkbox"/> Price2 replaced \$2,000,000
<input checked="" type="checkbox"/> 1 time:	<input checked="" type="checkbox"/> ADDRESS replaced 6750 Broadway	<input checked="" type="checkbox"/> 1 time:	<input checked="" type="checkbox"/> ADDRESS replaced 52055 FM
<input checked="" type="checkbox"/> 1 time:	<input checked="" type="checkbox"/> TERM2 replaced AKA1	<input checked="" type="checkbox"/> 1 time:	<input checked="" type="checkbox"/> 2149, Houston, Texas 77063-3240
<input checked="" type="checkbox"/> 1 time:	<input checked="" type="checkbox"/> TERM3 replaced AKA1	<input checked="" type="checkbox"/> 1 time:	<input checked="" type="checkbox"/> TERM8 replaced RADS

Figure 5

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Part of the Continuation (167 of 67)	None	Agreement - Company_13.doc
Title Agreement		Title Agreement
AKA1 Contract Number:		9
19. GENERAL	19. GENERAL	
<p>Subcontract Agreement ("Agreement") made this DATE2 by and between CORP1, a Delaware corporation, having a principal place of business at ADDRESS2 (hereinafter "AKA1"), and CORP3, and its world-wide subsidiaries and affiliates, having a principal place of business at ADDRESS4 (hereinafter "TERM6").</p>		
<p>WHEREAS, AKA1 is a supplier of TERM7 computer systems, peripherals, TERM8 and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and</p>		
<p>WHEREAS, AKA1 has elected to engage TERM6 as a Subcontractor to provide services in support of these customer solutions; and</p>		
<p>WHEREAS, TERM6 is ready, willing and able to furnish its services to Morfax and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and</p>		
<p>WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.</p>		
<p>WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.</p>		
<p>WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.</p>		
<p>WHEREAS, Morfax is a supplier of Linux computer systems, peripherals, RAIDs, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and</p>		
<p>WHEREAS, Morfax has elected to engage CMP as a Subcontractor to provide services in support of these customer solutions; and</p>		
<p>WHEREAS, CMP is ready, willing and able to furnish its services to Morfax and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and</p>		
<p>WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer or customers of Morfax.</p>		
<p>WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer or customers of Morfax.</p>		
<p>WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer or customers of Morfax.</p>		

Figure 6

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<p>Agreement ("Agreement") made this DATE2 by and between CORP1, a Delaware corporation, having a principal place of business at ADDRESS1 and ADDRESS2 (hereinafter "AKA1"), and CORP3, and its world-wide subsidiaries and affiliates, having a principal place of business at ADDRESS4 (hereinafter "TERMS").</p> <p>WHEREAS, AKA1 is a supplier of TERM7 computer systems, peripherals, TERM8 and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific DRAFTY1 requirements; and</p> <p>WHEREAS, AKA1 has elected to engage TERM6 as a Subcontractor to provide services in support of these customer solutions; and</p> <p>WHEREAS, TERMS is ready, willing and able to furnish its services to AKA1 and its customers as hereinafter described by the terms and conditions set forth in this Agreement and</p> <p>WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.</p> <p>NOW, THEREFORE, In consideration of the mutual covenants and promises contained herein, the parties agree to the following:</p>	
<p><u>1. AGREEMENT</u></p> <p><u>1.1 DEFINITIONS</u></p> <p><u>2. TERM AND TERMINATION</u></p> <p><u>3. SCOPE AND CONSTRUCTION</u></p> <p><u>4. PAYMENT</u></p> <p><u>5. PRICING</u></p> <p><u>6. RECORDS</u></p> <p><u>7. PROGRAM MANAGEMENT</u></p> <p><u>8. SUBCONTRACTOR PERFORMANCE</u></p> <p><u>9. WARRANTY</u></p> <p><u>10. REMEDIES</u></p> <p><u>11. OWNERSHIP AND LICENSING</u></p> <p><u>12. CHANGE IN SCOPE</u></p> <p><u>13. CONFIDENTIAL INFORMATION</u></p> <p><u>14. INDEMNIFICATION</u></p> <p><u>15. LIMITATION OF LIABILITY</u></p> <p><u>16. NOTICES</u></p> <p><u>17. INSURANCE</u></p> <p><u>18. COMPLIANCE WITH LAW</u></p> <p><u>19. GENERAL</u></p> <p><u>20. REMEDIES</u></p> <p><u>21. OWNERSHIP AND LICENSING</u></p> <p><u>22. CHANGE IN SCOPE</u></p> <p><u>23. CONFIDENTIAL INFORMATION</u></p> <p><u>24. INDEMNIFICATION</u></p> <p><u>25. LIMITATION OF LIABILITY</u></p> <p><u>26. NOTICES</u></p> <p><u>27. INSURANCE</u></p> <p><u>28. COMPLIANCE WITH LAW</u></p> <p><u>29. GENERAL</u></p>	
<p><u>1.1 DEFINITIONS</u></p> <p><u>1.1.1 Customer</u> means AKA1's end user customer.</p> <p><u>1.1.2 Services</u> means consulting, integration, implementation, maintenance, repair or replacement parts, support, design, help desk operations, development, training, management, and any other work provided Subcontractor in connection with meeting TERM6's responsibilities under this Agreement.</p> <p><u>1.1.3 Purchase Order</u> means AKA1's written purchase order form and any document incorporated thereto by reference.</p> <p><u>1.1.4 Day</u> as used throughout this Agreement means a business day, unless otherwise stated.</p> <p><u>1.1.5 Statement of Work</u> means a document agreed upon by AKA1 and TERM6 that specifies the Services to be provided by TERM6, the price, payment schedule, delivery schedule, and acceptance criteria for such Services and, if applicable, detailed technical and administrative requirements for the Services. A Statement of Work will be drafted and agreed upon for each Purchase Order issued under this Agreement.</p> <p><u>1.1.6 Acceptance</u> means written notification from AKA1 to TERM6 that indicates the Services have been evaluated and satisfy the completion and acceptance criteria set forth or referenced in the Statement of Work or Purchase Order. Acceptance may be partial or complete, as specified in such notification.</p>	
<p>30. Page 3 of 3</p>	

Figure 7

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Agreement and Plan of Merger, Agreement and Plan of Merger, sanitized 29.doc

Agreement and Plan of Merger

ARTICLE 1 DEFINITION BY

- 1) ARTICLE 2 THE MERGER
- 2) ARTICLE 3 EFFECTS OF THE MERGER
- 3) ARTICLE 4 REPRESENTATION
- 4) ARTICLE 5 REPRESENTATIVES
- 5) ARTICLE 6 COVENANTS
- 6) ARTICLE 7 CONDITIONS
- 7) ARTICLE 8 TERMINATION
- 8) ARTICLE 9 MISCELLANEOUS

AGREEMENT AND PLAN OF MERGER, dated as of [DATE4] (this "Agreement")

By and among [CPARTY1], a Delaware corporation (the "Parent"), [CPARTY3], a Delaware corporation (the "Subsidiary"), and [CPARTY3], a Delaware corporation (the "Company").

Capitalized terms used and not otherwise defined herein have the meanings set forth in Article 1.

WHEREAS, the boards of directors of each of the Parent, Merger Sub, and the Company have determined that it is advisable and in the best interests of their respective corporations and stockholders to enter into a business combination by means of the merger of the Company with and into Merger Sub and have approved and adopted the Merger; this Agreement and the transactions contemplated hereby;

WHEREAS, as a condition and inducement to each party's entering into this Agreement, the Company Major Stockholders, concurrently with the execution and delivery of this Agreement, is entering into a Voting Agreement, and

WHEREAS, for United States federal income tax purposes, it is intended

IN WITNESS WHEREOF,

Figure 8